



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 16, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of the WorkSource Clackamas Infrastructure Funding Agreement, Memorandum of Understanding and the Local Workforce Board Certification.
No County General Funds are involved.**

Previous Board Action/Review	<ul style="list-style-type: none">Clackamas Workforce Partnership (CWP) presented these items at a policy session on September 3, 2025. Board approved to move forward to a Consent Agenda for signature.<ul style="list-style-type: none">Infrastructure Funding Agreement – Under Consideration today.CWP – WorkSource Clackamas MOU – Under Consideration today.Local Workforce Board Recertification – Under Consideration today.		
Performance Clackamas	1. Building public trust through good government.		
Counsel Review	Yes, CH	Procurement Review	N/A
Contact Person	Laura Edmonds	Contact Phone	503-742-4366

EXECUTIVE SUMMARY: During a September 3, 2025 Policy Session, the Board discussed and approved the CWP annual Budget, as well as approved moving three required documents needing approval and signature forward to consent agenda with further clarity on the liability of the Chief Elected Official (CEO) of the Clackamas County Board of Commissioners.

The Board requested that CWP provide additional information on letterhead, stating the liability of the CEO and the responsibility to hold harmless the CEO and Board of County Commissioners (BCC) as is stated in the Partnership Agreement signed by the BCC and CWP. (Attachments A & E)

County Counsel verifies that under WIOA § 107(d)(12)(B)(i)(I) and 20 CFR § 683.710(b)(1), the chief elected official (CEO) in a local area is liable for the misuse of WIOA grant funds allocated to that area. Based on the advice of counsel, staff believe the CEO is liable only in their official capacity, not in their personal capacity. In addition, while the CEO is liable in their official capacity, under the current Partnership Agreement between CWP and the

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County, that CWP is required to pay any such liability, if possible, before the County is required to do so, and CWP is required to indemnify and hold the CEO and other Commissioners harmless from any such liability.

Infrastructure Funding Agreement (IFA): The IFA is renewed annually and is specific to cost-sharing among partnering agencies supporting WorkSource Clackamas infrastructure, such as cubicles, workspaces, technology and phones. The county's signature is one of eleven, is a formality and the county does not currently contribute any monies as part of the agreement. (Attachment B)

Clackamas Workforce Partnership (CWP) – WorkSource Clackamas MOU: An agreement that identifies aspects including, but not limited to, roles and responsibilities, service delivery, performance reporting, and resources sharing. The county's signature is one of fifteen partners required on the MOU. (Attachment C)

Local Workforce Development Board Certification:

Request approval of the Local Workforce Board certification. This certification is for the Workforce Innovation and Opportunity Act period ending June 30, 2027. (Attachment D)

Attachments:

Attachment A: CWP Statement to BCC (related to Liability of CEO)

Attachment B: Infrastructure Funding Agreement (IFA) – requires signature

Attachment C: Memorandum of Understanding (MOU) – requires signature

Attachment D: Local Workforce Development Board Certification – requires signature

Attachment E: CWP Partnership Agreement

RECOMMENDATION: Staff respectfully recommend approval and signature of Chair Roberts as the Chief Elected Official representing the Board of County Commissioners on all the attached documents: Infrastructure Funding Agreement, Memorandum of Understanding and the Local Workforce Development Board Certification.

Respectfully submitted,

Dan Johnson, Director
Department of Transportation & Development



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www.clackamasworkforce.org

September 10, 2025

Chair Craig Roberts
Board of County Commissioners
2051 Kaen Road
Oregon City, OR 97045

Dear Chair Roberts, Commissioners, and County Counsel:

I, Brent Balog, Interim Executive Director of Clackamas Workforce Partnership (CWP), confirm my understanding of the Workforce Innovation and Opportunity Act (WIOA) code and the liabilities directed towards the Chief Elected Official. It's my understanding that the Chair of the Board of County Commissioners has no personal liabilities as signatory and that all liabilities fall directly to Clackamas County as the jurisdiction and names CWP as the Local Workforce Board.

As stated in the current Partnership Agreement between CWP and Clackamas County Board of Commissioners, it is agreed that CWP will take all necessary actions to remedy any liability that should arise in the course of business and if unable to remedy the situation, only then will Clackamas County "as a last resort and only to the extent required by the WIOA or other federal or state law, County shall repay any otherwise unpaid liability." (as referenced in the Partnership Agreement; section 2.Q.i-v)

Sincerely,

A handwritten signature in black ink that reads "Brent Balog". The signature is fluid and cursive, with the first and last names being clearly legible.

Brent Balog
Interim Executive Director
Clackamas Workforce Partnership

INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective **on or around** July 1, 2025 (the “**Effective Date**”), is entered into by and among Clackamas Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Clackamas County (the “**Local Area**”), the sitting chair of the Clackamas County Board of Commissioners, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

B. Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

C. If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

D. The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2025 (July 1, 2025, to June 30, 2026) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

1.3.1 Infrastructure Cost Contributions. No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

1.3.2 Payment of Infrastructure Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

1.3.3 Cost Overruns. If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget)

overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to the Infrastructure Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 2

BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2025 (July 1, 2025 to June 30, 2026) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “**Additional Shared Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 2.3 Additional Shared Cost Payment.

2.3.1 **Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed,

if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

2.3.2 Payment of Additional Shared Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 30 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

2.3.3 Cost Overruns. If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or "true up" amounts actually received or paid with the adjusted budget. The Parties intend to limit the

total amount of any additional shared cost adjustments for a year to no more than a ten percent (10%) increase to the Additional Shared Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS

If a Party is an agency of the State of Oregon, then such Party's payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party's payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local workforce development board that is subject to debt limitations imposed, or expenditures or funding authorized, by law, because of its unique relationship with local governments, then such Party's obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party's exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3 **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

ARTICLE 5 EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 **Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 **Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

Section 6.10 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Craig Roberts, Chair
For the Clackamas County Board of County Commissioners
croberts@clackamas.or.us


Craig Roberts, Chair
For the Housing Authority of Clackamas County
croberts@clackamas.or.us




Cara Hash (Jul 16, 2025 10:17 PDT)
Cara Hash, District Manager
For Department of Human Services – Self-Sufficiency
Cara.Hash@odhs.oregon.gov




Bryan Campbell, Business Operations Manager
For Department of Human Services – Vocational Rehabilitation
BRYAN.A.CAMPBELL@odhs.oregon.gov



Kristen Rantz, President and CEO
Easterseals Oregon
krantz@or.easterseals.com



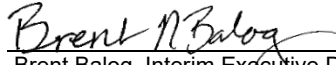
Donna Lewelling, State Adult Basic Education Director
For Higher Education Coordinating Commission
Donna.j.Lewelling@state.or.us



James Pfarrer (Jul 16, 2025 08:32 PDT)
James Pfarrer, Director, Workforce Operations Division
For Oregon Employment Department
James.F.Pfarrer@employ.oregon.gov

Bridget Dazey

Bridget Dazey (Aug 14, 2025 14:53:56 PDT)
Bridget Dazey, Executive Director,
For Clackamas Workforce Partnership, the
Clackamas County Workforce Development Board
Bridget.dazey@clackamasworkforce.org



Brent Balog, Interim Executive Director,
For Clackamas Workforce Partnership, the
Clackamas County Workforce Development Board
brent.balog@clackamasworkforce.org



Larry Didway (Jul 11, 2025 13:48 PDT)
Larry Didway, Superintendent
For Clackamas Education Service District
ldidway@clackesd.k12.or.us



Dacia Johnson (Jul 14, 2025 08:25 PDT)
Dacia Johnson, Executive Director
For Oregon Commission for the Blind
dacia.johnson@state.or.us

Lisa Staudt

Lisa Staudt (Jul 11, 2025 13:47 PDT)
Lisa Staudt, Counseling Manager
For Job Corps
elizabeth.staudt@usda.gov

EXHIBIT A INFRASTRUCTURE COST BUDGET

On or about July 1, 2025 we will have an MOU/IFA in place covering co-located and non-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) other arrangements. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, *co-located partner agreements* are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Oregon Employment Dept	Clackamas Workforce Partnership	\$5277.60	X				
P	Oregon Employment Dept	Clackamas Workforce Partnership	\$4143.60	X				
L	Oregon Employment Dept	Easterseals	\$1872.00	X				
P	Oregon Employment Dept	Easterseals	\$2295.60	X				

The infrastructure costs for *non-located workforce partners (NCWPs)* were calculated through the following process:

1. Designation of a cubicle in WorkSource Clackamas as the technology nexus for NCWPs; and
2. Costing out of the cubicle - phone, equipment, network access, supplies, and square footage (see breakdown of costs below)

NCWP Technology Nexus Cubicle Cost Breakdown

	Cost Per	#	Monthly Total	Annual Total
Phone	27.00	1.00	27.00	324.00
Equipment	43.00	1.00	43.00	516.00
Network access (Both Printer and Computer)	8.10	2.00	16.20	194.40
Supplies	37.00	1.00	37.00	444.00
Square Footage	0.39	96.00	37.44	449.28
TOTALS			160.64	1927.68

EXHIBIT B INFRASTRUCTURE COST ALLOCATION

Infrastructure cost allocation is provided through the documents identified in Exhibit A for *co-located workforce partners*.

Infrastructure cost allocation for *non-colocated workforce partners (NCWPs)* is based on the number of WIOA NCWPs participating in this Infrastructure Shared Cost Funding Agreement. The allocation is calculated through the division of the cost of the Technology Nexus cubicle evenly between the NCWPs. For the year beginning July 1, 2025, there are seven (7) NCWPs with costs broken down as follows:

Cost Allocation Per Non-colocated Workforce Partner

NCWP	Monthly Total	Annual Total
Oregon Department of Human Services - Vocational Rehabilitation	22.95	275.38
Clackamas Education Service District	22.95	275.38
Oregon Commission for the Blind	22.95	275.38
Higher Education Coordinating Commission	22.95	275.38
Job Corps	22.95	275.38
Oregon Department of Human Services - Self-Sufficiency Programs	22.95	275.39
Housing Authority of Clackamas County	22.95	275.39
TOTALS	160.65	1927.68

EXHIBIT C
ADDITIONAL SHARED COST BUDGET

Not applicable for the year beginning July 1, 2025.

EXHIBIT D
ADDITIONAL SHARED COST ALLOCATION

Not applicable for the year beginning July 1, 2025.



Memorandum of Understanding Clackamas County Local Workforce Area

Overview: This Memorandum of Understanding is between the Local Workforce Board, Clackamas Workforce Partnership (CWP), the Chief Elected Officials representing Clackamas County and the Housing Authority of Clackamas County (CEOs), the Oregon Employment Department (OED), the Higher Education Coordinating Commission (HECC), Oregon Commission for the Blind (OCB), Oregon Department of Human Services – Self-Sufficiency (ODHS), Oregon Department of Human Services – Vocational Rehabilitation (VR), Easterseals Oregon (ESO), Timber Lake Job Corps (JC), and the Clackamas Education Service District (CESD). This MOU relates to the operation of the WorkSource Oregon – Clackamas (WSC) one-stop service delivery system. This document ensures compliance with the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and provides the framework to achieve a shared goal of providing a comprehensive, demand-driven, seamless customer-facing service delivery system.

1. BACKGROUND

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA), which is designed to strengthen the public workforce system and support Americans in developing workplace skills and finding and securing employment. Additionally, WIOA assists employers in finding and retaining skilled workers. The WIOA emphasizes the removal of barriers to employment that are faced by historically marginalized communities, including youth and adult/dis-located workers. The goal is to increase the long-term employment outcomes for individuals seeking services, especially those with significant barriers to employment.

In June 2016, the Departments of Education and Labor issued the final regulations to implement WIOA. The regulations clarify the need to support the public workforce system and service recipients through integrated, job-driven approaches to support communities and expand job growth. The regulations reaffirm the role of the one-stop delivery system as the cornerstone of the public workforce system, and expect required partners to collaborate in support of a seamless customer-focused service delivery network. The regulations require these partners to co-locate, coordinate, and/or integrate resources, activities, and information to create a unified system that is accessible for individuals and employers.

In response to the passage of WIOA, Oregon's Workforce and Talent Development Board (WTDB) developed and approved a new Unified Strategic Workforce Plan. The state's WTDB is made up of leaders representing business, labor, local workforce development boards, community-based organizations, the Oregon legislature, local government, and state agencies. The WTDB is responsible for advising state leaders on issues related to workforce development activities within the State of Oregon, provides alignment among workforce development programs, helps identify and remove barriers impacting Oregonians, and develops short- and long-term strategic workforce goals.

The WTDB's Unified Strategic Workforce Plan supports the vision of WIOA and provides the State framework for implementing the law. The Unified Strategic Workforce Plan confirms WorkSource Oregon (WSO) as the statewide one-stop system and requires workforce partners to leverage resources and staff to support and collaborate around the WSO system and the continued implementation and comprehensive use of the WSO Operational Standards – which were updated in 2024 to reflect changes in service delivery (**See Attachment 2, WSO Standards.**) At the direction of WTDB and WIOA, CWP developed a Local Strategic Plan (**See Attachment 3 –CWP Local Strategic Plan 2024 - 2028**) to support the State vision and implement WIOA to meet the needs of local job seekers, workers, and employers. The Local Strategic Plan establishes the framework for the implementation of WIOA in Clackamas County.

WIOA REQUIREMENTS AND REFERENCES

- WIOA Section 121(c) requires CWP to develop and enter into a MOU with WSC partners.
- WIOA Section 121(b)(1)(A)(iii) mandates required partners in enter into a MOU with CWP pursuant to WIOA Section 121(c).



Memorandum of Understanding Clackamas County Local Workforce Area

- WIOA Section 121(b)(1) identifies the programs and requires that the services and activities under each of those programs must be made available through WSC. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each required partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the WSC system and that participation in WSC is in addition to other requirements applicable to each partner's program under each authorizing law.

STATE OF OREGON REQUIREMENTS AND REFERENCES

- ORS 660.327 – Duties of local workforce development boards

2. PURPOSES AND RESPONSIBILITIES

WIOA calls for strengthening the alignment of workforce programs by supporting unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop system. The required workforce programs under WIOA includes the following (listed below). Additional, non-required programs and service providers are also listed below:

Organization	Representation
Clackamas County Board of Commissioners	Chief Local Elected Official
Clackamas Workforce Partnership	Local Workforce Board authorized under Title 1B
Higher Education Coordinating Commission	Representing programs authorized under Title II (Adult Literacy)
Oregon Employment Department	Representing programs authorized under the Wagner-Peyser Act, programs authorized under state unemployment compensation laws, Trade Adjustment Assistance and NAFTA Transitional Assistance Activities authorized under Chapter 2 of Title II of the Trade Act; Local Veterans Employment Representatives and Disabled Veterans' Outreach Programs, Migrant Seasonal Farmworkers (MSFW); Labor Market Information (LMI); and Paid Leave
Oregon Department of Human Services: Self Sufficiency	Representing programs authorized under Temporary Assistance to Needy Families, Supplemental Nutrition Assistance Program (SNAP)
Oregon Department of Human Services, Office of Vocational Rehabilitation	Representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
Easterseals Oregon	Representing Title V of the Older Americans Act



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Job Corps	Representing programs represented under WIOA – Timber Lake Job Corps
Housing Authority of Clackamas County (HACC)	Representing employment and training activities carried out by the Department of Housing and Urban Development
Clackamas Educational Service District	Representing career and technical education programs at the secondary and postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Reauthorized 2018) and WIOA Title 1b Youth
Clackamas County Community Corrections	Representing programs authorized under sec. 212 of the Second Chance Act of 2007
Programs not currently represented in Clackamas County	Programs authorized under title I of WIOA YouthBuild. Programs authorized under title I of WIOA Native American Programs (This program is not required to participate in the centers)

The purposes of this MOU include:

- Define roles/responsibilities of signing parties as it relates to the operation/development of the WSC system.
- Coordinate resources to prevent duplication of services.
- Ensure the effective and efficient delivery of WorkSource Oregon services to all Clackamas County residents.
- Enhance the WSC system to remove barriers and create a seamless customer experience.
- Increase and maximize access to services for individuals and communities with barriers to employment.
- Establish opportunities for the creation and implementation of processes/procedures that will enable partners to align/integrate activities across the WSC system.

The parties agree to carry out the provisions of this MOU and advance the quality and effectiveness of the WSC system. In addition, the parties agree to:

- Participate in continuous partnership building and improvement activities.
- Adherence to common data collection and reporting needs (when applicable, appropriate, and available).
- Refer interested and eligible community members to WSC partner organizations' programs and services.
- Participate in the operation of the WSC system (consistent with the terms of the MOU, the local workforce plan, and requirements of applicable law).
- Participate in staff capacity-building and development, including but not limited to cross-training between partner staff and shared training opportunities.
- Develop, offer, and deliver quality business services that assist priority industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
- Work to address and remove barriers that impact the most marginalized communities in Oregon, to further increase the accessibility and effectiveness of public workforce system resources for these communities

3. VISION & GOALS

The parties agree to support the following Vision, Guiding Principles, and Goals:



Memorandum of Understanding Clackamas County Local Workforce Area

Vision: People and employers in Clackamas County have access to resources that meet their needs, resulting in a skilled workforce, robust business community, dynamic economy, and prosperity for all.

Guiding Principles: Collaborative - Responsive - Solutions-Oriented - Innovative - Equitable

Goals:

- Clackamas County residents have equitable access to resources to meet their education and employment needs.
- Youth and adults are aware of career pathways and resources that prepare them for employment.
- People obtain high-quality employment that provides economic stability and opportunities for advancement.
- Employers can recruit and retain skilled workers that meet their workforce needs.
- Systems, agencies, and institutions align and integrate to more effectively meet the needs of Clackamas County.
- Clackamas County has resources to support workforce development.

4. TERM

The performance under this MOU shall become effective and commence on **July 1st, 2025**, and shall terminate on **June 30, 2028**, unless previously terminated or updated pursuant to the terms of this MOU.

Disputes: If disputes arise related to this MOU, the parties agree to abide by CWP's Mediation/Conflict Resolution Process (**Attachment 6, Mediation and Conflict Resolution Policy F-01**); should this fail to resolve the dispute, the parties agree to follow the state's WTDB policy to reach a resolution.

Modification: The MOU constitutes the entire agreement between the parties and may be modified, revised, or amended by mutual written consent of all the signatory parties based on legislative and system design changes (meaning changes in policies/governance structures guiding the public workforce system), the addition of parties to the agreement, governing board direction, or other reasons as agreed to by the parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the parties.

Termination: Any party to this agreement may terminate their participation in this MOU upon 60 calendar days written notice to all other parties. Termination by one or more parties does not alter the terms or obligations of other parties.

Renewal: All parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

5. CLACKAMAS WORKFORCE PARTNERSHIP ROLES AND RESPONSIBILITIES

CWP's role is to assist with the integration of workforce partners into WSC in accordance with WIOA; develop additional partnerships, including local employers; convene a Local Leadership Team comprised of system partners; align and coordinate programs; pursue and invest resources; oversee continuous improvement activities; and certify WSC Centers. In addition, WIOA Section 107 requires CWP to:

- Develop the Local Workforce Plan and coordinate its implementation across WSC partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker, and leverage local providers, resources, and other relevant entities.
- Lead employer engagement, implement effective sector strategies, and ensure activities meet employer needs.



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- Convene and support workforce system partners in the development and implementation of career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Increase access to supportive technologies and use of technology for jobseekers with barriers
- Conduct program oversight to ensure appropriate use, management, and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers and identify eligible providers of training and career services.
- Assist in the delivery of WIOA programs through the one-stop service delivery system.

Per state and federal requirements, the chief elected official shall serve as the grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area, and the misuse of confidential data. The chief elected official has designated CWP to receive the grant funds and as the administrative entity for the region's WIOA Title I resources. In addition, CWP coordinates and manages other resources on behalf of state and local partners, and pursues additional grants and other resources to address local workforce needs. CWP commits to investing these resources in support of the WSC system. CWP will purchase contracted workforce services to be delivered through or in association with the WSC system to support talent development, job creation, income progression, business competitiveness, and expanded opportunities for prosperity.

6. PARTNER ROLES & RESPONSIBILITIES

Per Sections § 678.420; 678.500; 678.700 of the *WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule*. See **Attachment 1: WIOA Services Matrix**

7. LOCATIONS

CWP has identified the following location as the WorkSource Oregon center for the local workforce development area:

WorkSource Clackamas
506 High Street
Oregon City, OR 97045

CWP has identified the following location as WSO Partner Site/Specialized Center for the local workforce area:

Clackamas Community College – Workforce Development Services
19600 Molalla Road
Oregon City, OR 97045

Additional WSO Partner Site/Specialized Center for the local workforce area: Signatories of the MOU will continue to explore opportunities to function as a partner site, when able and appropriate, as defined by the body of service providers comprising the Local Leadership Team and/or other advisory bodies.

Satellite or Affiliate Locations: Official WSO satellite or affiliate locations require the presence of specific partners and services for certification, branding, and legal purposes. The opportunity for the creation, designation, and operation of these locations will be explored through the Local leadership Team, as appropriate.

8. SERVICE DELIVERY

The WorkSource Oregon – Clackamas (WSC) system has been established by CWP in accordance with WIOA, the Unified Strategic Workforce Plan and the Local Workforce Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and



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related activities that must be provided through the WSC delivery system. The Unified Strategic Workforce Plan and Local Workforce Plan further identify Workforce Programs that must be accessible through the WSC system. The WorkSource Oregon Operational Standards (**See Attachment 2**) describe the content and services to be available at all WSO Centers and serves as the framework for service delivery in the WSC system. These Standards were updated in 2024 to reflect changes in service delivery – including the provision of services by phone and/or through virtual formats, in addition to in-person services. Partners anticipate that these Operational Standards will be updated and expanded, as needed.

The WSC system provides the framework to achieve our shared goal of providing a seamless customer facing service delivery system which is available and accessible to all Clackamas County residents, but especially focused on and tailored to populations in most need of services. Access to services is available through the WorkSource Oregon website, which links to programs, resources, and service providers within each designated workforce region. This website may be used to schedule appointments by phone, by virtual format, or in-person. Access is also available by phone, with or without a previously scheduled appointment. Access is also available in-person at the WSC Center, with or without a previously scheduled appointment. Local WSC staff can assist individuals in accessing a variety of programs and services that meet their employment-related needs.

In all WSC centers, customers will have access to career services. Basic and Individualized Career Services will be provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available. Wrap-around and support services may be provided through a resource referral process among both co-located and not co-located service providers.

Business services are intended to assure that the training and support provided job seekers also aligns with the needs of the local area's employers for recruiting, training and retaining talent and supports career pathways for job seekers. CWP is responsible for assisting in these activities to assure the desired outcomes.

9. INCREASED AND MAXIMIZED ACCESS

WSC is designed to be universally accessible, customer-centered, and offer training and related resources that are driven by local need. WSC should be responsive to all people of all skill levels, but especially priority populations outlined below. WSC is an essential partner and key asset to the region's effort to eliminate poverty and provide residents with an opportunity to secure high-quality employment that meets their needs and provides economic stability.

Through the State of Oregon, reasonable accommodations, assistive technologies, interpretation services, and informational materials in languages other than English are available to individuals who experience barriers to access based on English language fluency; deafness or hearing impairments; blindness or vision impairment; or other circumstances or attribute which require alternative methods of access, including disability status. Additionally, individuals may receive supportive services from a caregiver, aide, or assistance provider, and/or be assisted by such individuals while accessing and utilizing WorkSource Oregon – Clackamas services.

Relevant local initiatives should be integrated with the WSC system to ensure the broadest array of services for residents. This integration promotes partnership, maximizes resources, aligns efforts, reduces duplication, and improves results. Through this MOU, WSC partners commit to working together to focus efforts and resources to ensure the needs of people with barriers to employment are effectively met through the WSC system. This necessitates that we work together to prioritize services and outreach to historically marginalized populations, including, but not limited to:

- Public assistance recipients



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- People without basic workplace skills or without a degree/credential
- Long-term unemployed individuals and laid-off or dislocated workers
- Veterans and spouses of veterans
- Low-Income individuals and families
- Rural communities
- Youth and young adults, including those in or exiting foster care
- Mature workers (aged 55+)
- Individuals with disabilities
- Women
- English Language Learners/ Individuals with Limited English Proficiency
- Immigrants and refugees
- Individuals who are or have been incarcerated, or with experiences in the legal system
- Individuals with behavioral health needs, including substance use disorder
- Black, Indigenous, and People of Color (BIPOC)
- LGBTQ+ and trans/non-binary individuals
- The unhoused, housing insecure, and those exiting homelessness

10. ONE STOP OPERATOR ROLES AND RESPONSIBILITIES

The One-Stop Operator is contracted through CWP. The role of the One Stop Operator in the WSC system may include one or more of the following activities. These may evolve based on local need and/or changes in the contract with the One Stop Operator. Examples of OSO responsibilities include:

1. Provide an objective assessment of service delivery from a lean principles/quality assurance viewpoint.
2. Analyze customer service flow and provide feedback to maximize center efficiencies
3. Evaluate the implementation of WorkSource Oregon Standards, adherence to local WorkSource MOUs, and compliance with all local, state and federal policies and guidance.
4. Develop recommendations for continuous improvement by researching and identifying best practices and tools
5. Monitor for compliance with One-Stop certifications, MOUs, WorkSource Oregon Operational Standards.
6. Report quarterly to the workforce area's Local Leadership Team any recommendations or guidance
7. Recommend operational changes and follow up on approved changes for timely implementation.
8. Utilize employer, customer and staff feedback to drive continuous improvement

11. PARTNERS, SERVICES, AND ACCESS

WSC partners are committed to delivering services through the WSC system in accordance with WIOA, the Unified Strategic Workforce Plan, the Local Workforce Plan, and the WSO Operational Standards.

Entities and organizations in this MOU include:

- Clackamas Workforce Partnership (CWP)
- Oregon Employment Department (OED)
- Higher Education Coordinating Commission (HECC)
- Oregon Department of Human Services – Self-Sufficiency (ODHS)
- Oregon Department of Human Services – Vocational Rehabilitation (VR)



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- Oregon Commission for the Blind (OCB)
- Easterseals Oregon (ESO)
- Job Corps (JC)
- Housing Authority of Clackamas County (HACC)
- Clackamas Educational Service District (CESD)
- Clackamas Community College (CCC)

12. DATA SHARING, CUSTOMER TRACKING, & CONFIDENTIALITY

WSC is a shared system that promotes the alignment and integration of programs and services to better serve common regional customers. Sharing customer service-level data between partners is essential to seamless customer service and to achieving the vision and promise of the WSC system. As able and appropriate, all MOU partners commit to the continued exploration of a comprehensive and/or multi-partner data sharing agreement that promotes customer service and advances the goal of delivering a seamless, customer-focused WSC system. Each program, as able and appropriate, will utilize its own data system to record and report customer services delivered in WSC to the Local Workforce Board. All partners may have access to OED shared networks, dependent upon completion of and compliance with applicable access and confidentiality standards.

As new platforms and systems are adopted and implemented, partners will explore opportunities for common-use systems, and – as able and appropriate – the adoption and implementation of these new platforms/systems as they arise. This includes opportunities for the adoption of common use tools related to customer referrals, referral tracking, customer communications, customer and staff feedback mechanisms, and similar.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirements of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provisions of services. When required under applicable state or federal law a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

13. PERFORMANCE REPORTING

CWP will provide performance data on services/programs CWP provides through WSC, such as Youth; Adult; and Dislocated Workers in 1b services, including but not limited to:



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- Demographic data of participants (gender, age, race) by program
- Total number served by WSC Center and program
- Customer engagement in WSC Core products and services
- Total number served in skill development and training activities
- Customer feedback on services (available through Quality Info).
- Credential attainment and measurable skills gain

Partners will provide performance data on services/programs serving Clackamas County residents and acknowledge some or all of this information may be included in an annual or semi-annual Systems Performance Report (SPR). Partners may select the information that is shared on behalf of their organization or programs. It is acknowledged that some partners may be limited in what they can provide or how it is provided. To the extent each organization is able, they will regularly provide performance data for individuals eligible for public workforce system services available through WSO, even if individuals do not directly utilize these services.

Examples of data sharing requests may include, but are not limited to:

- Quarterly - Demographic breakdown of participants (gender, age, race) by partner program and provider location
- Quarterly - Total number served by partner program and service provider location
- Quarterly – Measurable Skill Gain by partner program and service provider location
- Total number placed in jobs by program and talent pool – N/A for Title II partner programs
- Starting wages – N/A for Title II partner programs and other partner organizations
- Credential attainment and measurable skills gain – NA for some providers

WIOA performance measures will be reported on the schedule that the partner program is required to meet by Federal oversight agencies; measures to include (listed below). This will be applicable on for certain partners.

- Employment in the 2nd quarter following exit from program services
- Employment in the 4th quarter following exit from program services
- Median Earnings 2nd quarter following exit from program services
- Effectiveness in Serving Employers – N/A for Title II partner programs

Workforce System Performance Metrics (WSPM) services are comprehensive, and performance based. Where available, performance information will be collected and evaluated on a quarterly basis, reviewed by the Local Leadership Team, and shared with the workforce board and all local partners.

Storytelling and Success Stories: Partners will also agree to collect and share qualitative data that highlights personal experiences of Oregonians using public workforce system resources and/or partner resources – with the written permission of individuals and/or organizations featured in “success stories” or changes in name/personal information for featured individuals who have not provided consent. The format for collecting and sharing success stories will be developed through conversations with the Local Leadership Team. The sharing of success stories may occur through email newsletters; social media; websites; traditional print media; presentations; and more.



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14. TECHNOLOGY

To meet the requirements of WIOA, Clackamas Workforce Partnership will convene WSC local partners to develop strategies to maximize the effectiveness of WSC by facilitating the connections among the data systems used by WSC partners and recommend solutions to better serve WSC customers through technology. CWP will coordinate with applicable partners the design, purchase, and maintenance of all publically facing WSC networks, computers, and printers. These costs will be part of the shared infrastructure costs of the WSC system.

Additionally, CWP will continue to convene WSC partners to explore opportunities for the exploration, adoption, and use of new technologies that enhance the customer experience, reduce duplication or waste of resources, create efficiencies, and other improvements. Lastly, changes to the MOU or other partner sharing agreements may need to occur based on the adoption or implementation on new systems/platforms from various agencies.

15. REFERRALS

Referrals and service coordination will occur when a customer in any of the programs party to this agreement can benefit and meet eligibility requirements in other programs. Organizations party to this agreement will outline how their services and resources will be accessible through the WSC system. This includes the continued exploration of shared data platforms, technologies, and processes that can further align the provision of services, expediate customer service processes, and all for more comprehensive tracking of the customer experience and other pertinent information. Organizations party to this agreement will tailor services and activities to meet the needs of priority populations identified by WIOA and the Board including:

- Methods of making referrals between partners for appropriate services and activities
- Tracking referrals and related activities
- Coordination among providers and follow through
- Shared data systems, referral platforms, and documentation, when possible.

16. COMMON BRANDING AND OUTREACH

Coordinated Outreach and Engagement: WSC is comprised of several service providers, working in coordination as a single entity to meet the needs of Clackamas County residents. Some service providers have a greater ability to engage in and conduct community outreach activities and participate/customer recruitment activities. To better communicate the variety of services available to individuals, their families, employers, and the broader community, signers of this MOU will include information on the broader system of services available through WSC. Signers agree to explore opportunities for shared outreach and engagement strategies; common use engagement and outreach tools; common use engagement and information sharing material; and additional opportunities to communicate the menu of services available through the broader system.

Branding: WSC is a shared system. The common one-stop delivery brand is WorkSource Oregon – Clackamas. Individual signers of this MOU may continue using organization-specific branding for their individual events/services, as appropriate; however, all signers are encouraged to incorporate the WSC logo whenever possible, to better communicate the variety of services available through the system.

When using the WSC name, logo, or associated images/items, please adhere to the following: All services, signage, print/digital publications, and other materials will be branded in accordance with the WorkSource Oregon Style Guide.



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When appropriate and applicable, WSC partners will adhere to and use WSC branding material and guidelines for promotional materials, programmatic materials, and other publicly facing communications, as appropriate. “Appropriate use” may refer to a service, program, or event specific to WSO; an activity, service, or item attached to a specific funding stream; or a service, activity, item, or event which is developed/implemented by two or more WSC partners. A copy of these criteria will be provided to all signers of the MOU. (**Attachment 4: WorkSource Oregon Branding Style Guide**).

Lastly, unless prevented from doing so, all signers agree to incorporate the following phrase in their email signature. For providers operating in multiple regions/workforce areas, this applies only to those staff working solely or primarily in Clackamas County: *An affiliate of WorkSource Clackamas* (which will include an active link to the WSO website).

17. RESOURCE SHARING

In accordance with WIOA Section 121 and implementing regulations, designated WIOA partners must use a portion of their funds to support applicable career services and WSC infrastructure costs.

Attachment 5: Cost Sharing/Infrastructure Funding Agreement identifies the specific infrastructure/shared costs, and the method by which those costs will be supported with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. As the local Workforce Development Board, CWP is responsible for managing the Infrastructure Funding Agreement (IFA) as well as collecting and disbursing the shared resources outlined within the Agreement.

Cost allocation is based on the premise that Federal programs are to bear an equitable proportion of shared costs based on the benefit received by each program. The allocation of costs must be consistent with the Uniform Guidance at 2 CFR 200.400 and 2 CFR 200.405. (Training and Employment Guidance Letter WIOA NO. 03-23, located in Title II: Subtitle A: Chapter 2: Part 200: Subpart E: 200.400 and 200.405).

WorkSource Oregon – Clackamas WIOA Partners agree and to share the costs of the following:

1. **Infrastructure Funding Agreement (IFA)**

- a. Defined as WSC infrastructure costs including space for the resource room: Supplies; Communications; Equipment Rental/Maintenance; Furniture; Premises Expenses, and Utilities – as related to doing business in the resource room.
- b. Current IFA signatories are listed on **Attachment 5: Cost Sharing/Infrastructure Funding Agreement**.
- c. **Changes to the IFA:** The IFA is renewed annually and covers a period of no more than one year. Changes to the IFA may or may not impact the contents of this MOU. This MOU is considered inclusive of each individual IFA covered under the terms of this MOU (July 1st, 2025– June 30, 2028), unless changes to the IFA contradict the contents of this MOU, or otherwise necessitate changes to the MOU. If an update to this MOU is required for any reason related to changes in the IFA, an addendum outlining those specific changes will be developed for this MOU, and approved of by all parties impacted by those changes. All other aspects of the MOU not included in the addendum will remain valid for the duration of the MOU.



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2. **Resource Sharing:** All parties will explore opportunities for resource sharing, when able and appropriate. This may include co-investment in supplies, activities, tools, platforms, training/professional development, and staffing. This may also include joint funding pursuits.

18. NETWORKING, PROFESSIONAL DEVELOPMENT, AND CROSS TRAINING

The parties agree to participate, to the extent possible, in shared networking, professional development, and cross training opportunities. Parties agree to make cross training available to other partners when able and explore opportunities for co-investment in workshops, facilitated training activities, professional development events, conferences, association memberships, and similar opportunities for skills development, relationship building, and establishing a community of practice.

19. EQUAL OPPORTUNITY

The parties agree to obey all applicable local, state, and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by State partner agencies and Clackamas Workforce Partnership regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section XVII. of this MOU.

20. MODIFICATIONS AND AMENDMENTS

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Oregon law and fiscal rules.

Attachments:

1. WIOA Services Matrix
2. WorkSource Oregon Operational Standards 3.0
3. Clackamas Workforce Partnership Local Strategic Plan (2024 – 2028)
4. WorkSource Oregon Branding & Style Guide
5. Cost Sharing Agreement (IFA Program Year 2023)
6. CWP Disputes and Resolutions process
7. Glossary of Terms and Acronyms



**Memorandum of Understanding
Clackamas County Local Workforce Area**

21. SIGNATURES

Craig Roberts, Chair
For the Clackamas County Board of County Commissioners
croberts@clackamas.or.us

Craig Roberts, Chair
For the Housing Authority of Clackamas County
croberts@clackamas.or.us

A handwritten signature in blue ink, appearing to read "CH", is positioned above a horizontal line.

Cara Hash (Jul 14, 2025 10:17 PDT)

Cara Hash, District Manager
For Department of Human Services – Self-Sufficiency
Cara.Hash@odhs.oregon.gov

A handwritten signature in blue ink, appearing to read "BC", is positioned above a horizontal line.

Bryan Campbell, Business Operations Manager
For Department of Human Services – Vocational Rehabilitation
BRYAN.A.CAMPBELL@odhs.oregon.gov

A handwritten signature in blue ink, appearing to read "KR", is positioned above a horizontal line.

Kristen Rantz, CEO
Easterseals Oregon
krantz@or.easterseals.com

A handwritten signature in blue ink, appearing to read "DL", is positioned above a horizontal line.

Donna Lewelling, State Adult Basic Education Director
For Higher Education Coordinating Commission
Donna.j.Lewelling@state.or.us

A handwritten signature in blue ink, appearing to read "JP", is positioned above a horizontal line.

James PFARRER (Jul 16, 2025 08:32 PDT)

James Pfarrer, Director, Workforce Operations Division
For Oregon Employment Department
James.F.PFARRER@employ.oregon.gov

A handwritten signature in blue ink, appearing to read "LD", is positioned above a horizontal line.

Larry Didway (Jul 11, 2025 13:48 PDT)

Larry Didway, Superintendent
For Clackamas Education Service District
ldidway@clackesd.k12.or.us



**Memorandum of Understanding
Clackamas County Local Workforce Area**

A handwritten signature in black ink, appearing to read "Dacia Johnson", is positioned above a horizontal line.

Dacia Johnson (Jul 14, 2025 08:25 PDT)

Dacia Johnson, Executive Director
For Oregon Commission for the Blind
dacia.johnson@state.or.us

Lisa Staudt

Lisa Staudt (Jul 11, 2025 13:47 PDT)

Lisa Staudt, Counseling Manager
For Job Corps
elizabeth.staudt@usda.gov

Bridget Dazey

Bridget Dazey (Aug 14, 2025 14:53:56 PDT)

Bridget Dazey, Executive Director,
For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board
Bridget.dazey@clackamasworkforce.org

A handwritten signature in black ink, appearing to read "Brent N. Balog", is positioned above a horizontal line.

Brent Balog, Interim Executive Director,
For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board
brent.balog@clackamasworkforce.org

Attachment D

**LOCAL WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REQUEST**

I certify that I am authorized to request certification of the **Clackamas Workforce Partnership** for **Clackamas County, Oregon**.

This certification is for the Workforce Innovation and Opportunity Act period ending June 30, 2027.

This request includes documentation demonstrating the Local Workforce Development Board Membership composition.

Submitted on behalf of the Local Elected Official(s) for this Local Workforce Development Area.

(Signature – Chief Local Elected Official)

(Date)

(Printed Name and Title)

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RECORDING MEMO

New Agreement/Contract X
Amendment/Change Order Original Number
Policy, Reports

ORIGINATING COUNTY

DEPARTMENT:

BCS – Economic Development

PURCHASING FOR:

OTHER PARTY TO

CONTRACT/AGREEMENT:

Clackamas Workforce Partnership

BOARD AGENDA DATE:

01/07/2016

AGENDA ITEM NUMBER:

12.1.

PURPOSE:

Approval of an agreement Between Clackamas County and Clackamas Workforce PartnershipPlease return to Lisa Meurs in BCS after recording.

Clackamas County Official Records
 Sherry Hall, County Clerk
 Commissioners' Journals
 Agreements & Contracts

2016-0099

01/13/2016 4:17:09 PM

**Partnership Agreement
Between the
Clackamas Workforce Partnership and the
Clackamas County Board of County Commissioners**

November, 2015

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

1. Parties

This Agreement is between the Workforce Investment Council of Clackamas County DBA Clackamas Workforce Partnership (CWP) and the Clackamas County Board of County Commissioners (CCBCC), hereinafter collectively referred to as the "parties."

This replaces and supersedes the Memorandum of Agreement dated February 6, 2015.

2. Clackamas Workforce Partnership Responsibilities

CWP shall:

- A. Perform workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- B. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;
- C. Serve as the Clackamas workforce area's fiscal agent and administrative entity as designated by the CCBCC;
- D. Develop the annual budget, subject to the approval of CCBCC;
- E. Establish standards for and oversee the Clackamas workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;
- F. Develop and approve the Clackamas workforce area's strategic workforce plan for submission to the Governor;
- G. Deliver an annual report on activities during the preceding year;
- H. Purchase insurance; to the extent it is available, to reasonably cover risks and liabilities;
- I. Solicit and accept public and private funds;
- J. Maintain strong linkages with private industry, local governments, and local educational and economic development agencies;
- K. Procure and award workforce area contracts make purchases and enter into leases as authorized by the budget;
- L. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- M. Furnish copies of audit reports to the CCBCC;
- N. Comply with all applicable Federal, State and local laws, rules, policies and procedures;

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

- O. Establish and maintain an audit committee and maintain as a member the county employee described in section 3G. The audit committee shall prepare or supervise the preparation of all financial statements and other official financial information provided to the public; design and implement systems of internal controls to ensure CWP compliance with applicable laws, policies and procedures and appropriate risk management measures; facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and issue an RFP for audit services every three to five years using federal procurement guidelines.
- P. Have authority to administer job-training/workforce development programs and services not limited to those services authorized by WIOA, and may receive any available funds that are unrelated to WIOA.
- Q. In the event liability for CWP workforce expenditures or operations occurs, the following priorities shall apply:
 - i. First Priority: CWP shall attempt to recover funds from the contractor, agent for third party causing the liability;
 - ii. Second Priority: CWP shall attempt to recover funds from an insurance carrier or bond issuer;
 - iii. Third Priority: CWP shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - iv. Fourth Priority: CWP shall repay the liability utilizing the contingency fund established for this purpose.
 - v. Final Priority: As a last resort and only to the extent required by the WIOA or other federal or state law, County shall repay any otherwise unpaid liability.
- R. CWP will indemnify and hold the CCBCC members and officers harmless from all liability resulting from their CCBCC service, to the extent allowed by law and permitted by the terms of the grants administered by CWP;
- S. Adopt and amend bylaws, which shall be consistent with this agreement and subject to review and approved by CCBCC; and,
- T. Appoint the Clackamas Workforce Partnership's Board of Directors.

3. CCBCC Responsibilities

CCBCC shall:

- A. Appoint CWP Board members;
- B. Identify one Commissioner to operate as ex-officio on the CWP Board and Executive Committee;

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

- C. Review and approve the Clackamas workforce area's strategic workforce plan for submission to the governor;
- D. Designate the fiscal agent and administrative entity of the workforce area;
- E. Provide oversight of CWP Bylaws;
- F. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements;
- G. Provide one employee of County with expertise and experience in WIOA grant accounting and administration to serve on the CWP audit committee; and,
- H. Have annual oversight and agreement of the CWP annual budget.

4. Dispute Resolution

If a dispute arises among the parties, the CWP Board and the CCBCC shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the CWP Board and CCBCC.

5. Rebranding

The CWP and CCBCC may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement.

6. Duration

This agreement shall take effect when authorized by CWP and CCBCC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.

7. Amendment

Any amendment to this agreement must be in writing signed by both parties and must make specific references to this agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this agreement.

SIGNATURES

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

The parties agree to each of the terms of this Agreement by signing below.

	12/17/2015
Clackamas Workforce Partnership Board President	Date
	1-7-16
Clackamas County Board of County Commissioners Chair	Date E.I.